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NO. 648
SKAMANIA COUNTY
TRANSACTION EXCISE TAX
PAID DEC 17 1952
AMOUNT Exempt
COUNTY TREASURER
BY Mae Gaston

RECEIVED
DEC 17 1952
SKAMANIA COUNTY
AUDITORS OFFICE
P.M.

THIS AGREEMENT, Made and entered into this 11th day of July 1924, by and between the SPOKANE PORTLAND AND SEATTLE RAILWAY COMPANY, a corporation, hereinafter called the "Railway Company", and BRIDGE OF THE GODS CORPORATION, a corporation, hereinafter called the "Bridge Company" W I T N E S S E T H :

WHEREAS the Railway Company is the owner of a railroad and right of way on the north bank of the Columbia River in the vicinity of Cascade Locks, and the Bridge Company desires to secure permission to construct and maintain a crossing over the railroad and right of way ofthe Railway Company,

NOW, THEREFORE, in consideration of the conditions and agreements hereinafter set forth, the Railway Company does hereby permit the Bridge Company to construct, operate and maintain an overhead highway bridge over and across the right of way, tracks and property of the Railway Company in Section fourteen (14), Township two (2) north, Range seven (7) east of the Willamette Meridian, in Skamania County, Washington. For greater certainty there is attached to and made a part of this agreement a blue print map marked "Exhibit A", whereon is shown in red the center line of the proposed bridge, and in red wash that portion of the right of way and property of the Railway Company which is to be covered by this permit. This

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permit is made upon the following conditions and agreements:

1. No work of any nature shall be done by the Bridge Company upon the property of the Railway Company until this agreement has been fully executed by the parties, and the Bridge Company has performed all things to be done by it under this agreement prior to the beginning of such work.

2. The Bridge Company shall furnish to the Railway Company plans, specifications and information which shall give in complete detail a full description of all work to be done and/or structures to be built on and/or over the property of the Railway Company by the Bridge Company. The Bridge Company shall make such changes in said plans and/or specifications as may be desired by the Railway Company for the protection, safety and future use of the property of the Railway Company, and no work shall be done by the Bridge Company upon the property of the Railway Company until such approval shall have been given by the Railway Company.

3. During the progress of the work the Railway Company's employes shall have full and free access to all parts of the work and the Bridge Company shall take such precautions as may be considered necessary by the Railway Company in the manner of carrying on the work upon the Railway Company's property, such as providing bulkheads, drainage, scaffolding, lights, watchmen, and any other safeguards that may be considered necessary by the Railway Company for the protection of its property. The Bridge Company

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shall exercise especial care in guarding against delaying or endangering trains of the Railway Company.

If, after notice from the Railway Company, the Bridge Company shall fail to promptly carry out any request of the Railway Company covering protective devices, and/or practices, then such protection may be provided by the Railway Company and the Bridge Company shall pay to the Railway Company upon bills rendered the full cost thereof, plus ten per cent. The Railway Company reserves the right to do such work with its own forces as may affect its track, roadbed, wires, or appurtenances, and the Bridge Company will pay to the Railway Company upon bills rendered the full cost of such work, plus ten per cent; such payments to be made within thirty days after the rendition of bills.

4. It is understood that the Railway Company shall incur no cost or expense whatever in connection with any work in the construction and/or maintenance of such bridge, and any expense that the Railway Company may be put to, either directly or indirectly, and growing out of the construction and/or maintenance of such bridge, shall be paid by the Bridge Company upon bills rendered by the Railway Company within thirty days from the date of such rendition.

5. If at any time the Railway Company shall desire to change the grade and/or alignment of its tracks, or shall desire to change the height and/or location of its wires, or shall desire to construct additional track

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or tracks, or use or develop its property as it may see fit, then the Bridge Company will at its sole cost and expense make such changes in its bridge as may be necessary to conform to the plans of the Railway Company. Should the Railway Company at any time desire any changes to be made in the construction of such crossing for reasons of safety, or otherwise, or any protective devices, the need or sufficiency of such changes or devices to be determined by the Railway Company, then upon notice to the Bridge Company, such changes shall be made by it at its own cost and expense, and without any cost or expense to the Railway Company; provided, however, that the Railway Company may, if it so elects, make such changes or install such protective devices, and the full cost thereof, plus ten per cent. shall be paid by the Bridge Company to the Railway Company on bills duly rendered and after thirty days' notice.

6. The Bridge Company shall assume all risk of injury and/or damage to persons and/or property which may be suffered or grow out of the construction or maintenance or operation of such bridge, and it agrees to indemnify the Railway Company against all expenses in connection therewith.

7. It is understood that this agreement is subject to all of the rights of the Cascades Railway to its crossing at or near the proposed crossing, and no title or ownership in or to the property of the Railway Company is conveyed hereby.

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8. The permission to construct the bridge set forth in this agreement is personal to the Bridge Company and cannot be transferred without the written consent of the Railway Company first obtained.

9. Any requirements that may be ordered by a duly constituted regulatory public body with reference to the said crossing, shall be executed and carried out by the Bridge Company at its own sole cost and expense, and without any charge or expense to the Railway Company.

10. It is understood and agreed that any violation by the Bridge Company of the terms of this agreement shall constitute a complete forfeiture of all of the rights of the Bridge Company hereunder.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate, the day and year first herein written.

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY,

By W. G. Turner
President.

ATTEST: O. A. Vermillion
Ass't. Secretary,

BRIDGE OF THE GODS CORPORATION,

By N. B. Miller
President.

ATTEST: G. S. Allen
Secretary.

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Official
SECRET

Sketch Showing O.H. Highway Crossing
NEAR RAND WASH.

1-16-22 1"=400'

BOOK 33 PAGE 31

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

On this 29th day of October, 1925, personally appeared before me W. F. Turner and C. A. Vermillion, to me known to be the President and Assistant Secretary, respectively, of Spokane, Portland and Seattle Railway Company, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year first in this certificate written.

Hugo Hunderlich
Notary Public in and for the
State of Oregon residing at
Portland, Oregon.

My commission expires March 13 1928

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